



# CITY OF LAWTON

## FINANCE DEPARTMENT

February 28, 2022

Interested Vendor:

SUBJECT: **Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **RFPCL22-033 On-Site Repair Parts Management Program** this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Request for Proposal Contract with General Conditions for Submitting Proposals
- Affidavit for Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Proposal Price Sheet

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: [www.bidsync.com/bidsync-cas/](http://www.bidsync.com/bidsync-cas/). If any of the requested items are missing or if you have questions about the bid packet, email Marcie Sego, Buyer, at [marcie.sego@lawtonok.gov](mailto:marcie.sego@lawtonok.gov) or Maegan Dowlen, Contract Administrator, at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Marcie Sego".

Marcie Sego  
Financial Services

City Hall | 212 SW 9<sup>th</sup> Street | Lawton, Oklahoma 73501 | 580-581-3328

**WWW.LAWTONOK.GOV**

# City of Lawton

## REQUEST FOR PROPOSALS

<b>MAIL SEALED PROPOSALS TO:</b> City Clerk City of Lawton 212 SW 9 <sup>th</sup> Street Lawton, OK 73501		<b>DIRECT INQUIRIES REGARDING FORMS:</b> <a href="mailto:Maegan.dowlen@lawtonok.gov">Maegan.dowlen@lawtonok.gov/</a> <a href="mailto:Marcie.sego@lawtonok.gov">Marcie.sego@lawtonok.gov</a> <b>QUESTIONS REGARDING BID:</b> <a href="http://www.bidsync.com/bidsync-cas/">www.bidsync.com/bidsync-cas/</a>	
<b>Date Proposal Typed:</b>  <b>February 25, 2022</b>	<b>Date(s) Advertised:</b>  <b>February 28, 2022</b>	<b>No Proposals Received After:</b>  <b>April 12, 2022     2:00 pm</b>	
<b>Proposal Number and Title:</b> <b>RFPCL22-033 On-Site Repair Parts Management Program</b> <b>Requirements-type Proposal:</b> <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		<b>Proposal valid until:</b>	
<b>Bid Openings are held at Lawton City Hall 2<sup>nd</sup> Floor Conference Room 212 SW 9<sup>th</sup> Street Lawton, OK 73501 @ 2:00 pm</b>			
<b>Vendor Name and Point of Contact:</b>		<b>Reason for No Proposal:</b>	
<b>Mailing Address:</b>			
<b>City:</b> <b>State:</b> <b>Zip:</b>		<b>Delivery:</b>	
<b>Area Code and Phone Number:</b>		<b>FAX Area Code and Phone Number:</b>	
<b>Federal Employer Identification Number or Social Security Number</b>			

**THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:**

**STATE OF** \_\_\_\_\_ **COUNTY OF** \_\_\_\_\_, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

(City, State, Zip)

Phone: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**CONDITIONS FOR SUBMITTING PROPOSALS**  
**PAGE 1 OF 11**

## **GENERAL CONDITIONS FOR SUBMITTING PROPOSALS TO THE CITY OF LAWTON, OKLAHOMA.**

**VENDOR – TO ENSURE CONSIDERATION OF THE PROPOSAL, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR PROPOSAL WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

**SEALED DOCUMENTS:** All proposals and this form must be executed and submitted in a sealed envelope or other sealed container. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE OR CONTAINER.) The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time by which proposals must be submitted in order to be considered and the project number. Proposals not submitted with this form shall be rejected. All proposals are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Proposals will be considered only on first quality products. Copies of specifications, drawings, schedules or special instructions necessary for preparation of a proposal are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain an original signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO PROPOSAL:** If not submitting a proposal, respond by returning page one (1), marking it "NO PROPOSAL SUBMITTED," and explain the reason in the space provided. Failure to submit a proposal three (3) times in succession shall be cause or removal of the supplier's name from the information mailing list, without further notice. **NOTE:** To qualify as having responded, a vendor must submit a "NO PROPOSAL SUBMITTED," and it must be received no later than the stated proposal opening date and hour.
3. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the deadline for submission of proposals. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Request for Proposal. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **PROPOSAL OPENING:** Proposal opening occurs at the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. **NOTE:** Proposals may be examined during normal working hours by appointment, after the date and

time of proposal opening. Proposals become the property of the City and are subject to the provisions of the Oklahoma Open Records Act.

5. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal opening date and time. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by the City.
6. **AWARDS:**
  - a. As the best interest of the City may require, the right is reserved to:
    1. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
    2. To modify a suggested project, based upon proposals received.
    3. To reject any and all proposals or waive any minor irregularity or technically in proposals received.
  - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. The City reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
7. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by the City Council for the City of Lawton and a contract is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision(s), or minor project guideline deviation(s) when considered to be in the best interest of the City.
9. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). Changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. The City shall make the final determination. Failure to put the City on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of the City.
10. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name and model number. Vendor

shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the proposal form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by the City.
15. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
  - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
  - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
  - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with the City, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The vendor shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening, and shall thereafter remain firm for the life of any contract awarded by the City to a vendor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect

that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or which otherwise indicate that prices reflected are infirm or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.

26. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to the City. HOWEVER, NO ORDERS WILL BE PRESENTD TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
  - b. **REQUIREMENTS ONLY PURCHASES:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities actually ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.
  - c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
  - d. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said

extended contract upon thirty days' prior written notice of termination by one party to the other.

29. **CONFLICT OF INTEREST:** The Request for Proposal hereunder is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under any agreement resulting from the submission of this Request for Proposal to the time of such termination.
33. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the project guidelines, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the entry into any agreement:
  - a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.
  - b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the



amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

- c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.

- 35. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. This amount will be retained by the City as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal, but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.

- 36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.

- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of

carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the vendor prior to submission of the proposal and the City Council's acceptance thereof.

- b. When time is not of the essence, this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:

- a. Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
- c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by the City. The vendor may be declared by the City until satisfactory proof of intent to comply is made by the vendor.

38. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered into as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.

39. **ADVERTISING:** In submitting this proposal, vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under any agreement entered into as a result of this Request for Proposal may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.

- b. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.
- 41. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.
- 42. **OKLAHOMA STATE CONTRACT:** Some items for which the City solicits bids or proposals are on the Oklahoma State Contract. The City is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.
- 43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.
- 44. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.
- 45. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF \_\_\_\_\_ SS  
COUNTY OF \_\_\_\_\_

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

\_\_\_\_\_  
Business Name / Contractor Name

\_\_\_\_\_  
Signed

Print : \_\_\_\_\_

Attested to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_ 20\_\_\_\_.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

# **The City of Lawton, Oklahoma**

## ***Request for Proposals***

*for*

## ***Repair Parts Management Program***

Issue Date: February 28, 2022

Submit Proposals to: City of Lawton, City Clerk  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501-3944

Proposals Due: April 12, 2022 2:00 pm

Inquires: David Miller,  
Superintendent of Equipment Maintenance Division  
City of Lawton  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3415 (on-site visit to set up appointment)  
[david.miller@lawtonok.gov](mailto:david.miller@lawtonok.gov)  
All other questions are to be posted on Bidsync at  
[www.bidsync.com/bidsync-cas/](http://www.bidsync.com/bidsync-cas/)

**REQUEST FOR PROPOSALS  
TABLE OF CONTENTS**

<b><u>Section Title</u></b>	<b><u>Section</u></b>
Request for Proposals	A
Background Information	B
Representative Fleet Inventory	C
Sample Contract	D

**Request for Proposals**

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**Section A**

**REQUEST FOR PROPOSALS**  
*by*  
**City of Lawton, Oklahoma**  
*for*  
**Repair Parts On-site Management Program**  
**Lawton, Oklahoma**

Sealed proposals for the management of an on-site repair parts program for the City of Lawton Equipment Maintenance Division, will be received by the City of Lawton City Clerk's office located at the City Hall, 212 SW 9th Street, Lawton, Oklahoma, 73501 at the time and date specified in the solicitation as Response Due Date and Time. Proposals must be enclosed in a sealed envelope and the outside of the envelope must be marked: **City of Lawton/Repair Parts On-Site Management Program #RFPCL22-033.**

All proposals must include the information specified in the format specified in the Instructions to Proposers. The name and address of the Proposer must be plainly marked thereon. Oral or faxed proposals are invalid and will be rejected.

**The major items of work include:**

- Setup and operate a point of sale repair parts and services operation within an area provided by the City of Lawton Equipment Maintenance Division;
- Inventory and purchase repair parts currently owned by the City of Lawton that are in the custody of the City's Equipment Maintenance Division;
- Staff, operate, maintain, and bill point of sale repair parts and services within the City's Equipment Maintenance facility;
- Provide and maintain staffing level during the maintenance shop operating hours that will be the sole responsibility of the contractor to include but not limited to all pay and allowances, insurance, and workers compensation for staff.
- Provide 24/7 operations in emergencies;
- Maintain accountability and input data to the existing maintenance and repair software program;
- Provide detailed reports as needed for all aspects of the repair parts operation to the equipment maintenance supervisor;
- Present detailed monthly invoice for parts and services;
- Maintain part warranty information;
- Credit for incorrect parts, damaged parts, and warrantied parts must be issued immediately.

Services will be contracted for one year with possible renewal for up to two additional one-year periods. The right is reserved to reject any or all proposals, to waive informalities, and to award contract or contracts, which, in the opinion of the City of Lawton, appear to be in its best interest. The right is reserved to hold any or all Proposals for a period of sixty (60) days from the due date thereof. Note: proposals will not be accepted if submitted by fax or email.



The point of contact for information concerning this RFP is the following:

David Miller,  
Superintendent of Equipment Maintenance Division  
City of Lawton  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501

Written requests for clarification concerning the meaning or interpretations of this RFP will be received until five (5) business days prior to the submittal date. The request must be made on **Bidsync** ([www.bidsync.com/bidsync-cas/](http://www.bidsync.com/bidsync-cas/)). No interpretation made to any respondent as to the meaning of the RFP shall be binding on the City of Lawton unless repeated in writing and distributed as an addendum by the City of Lawton municipality.

**DELIVERY OF PROPOSAL:** Each proposal must be received by the date and time set for closing receipt of offers. The envelope shall be plainly marked **City of Lawton/Repair Parts On-Site Management Program #RFPCL22-033** and identified with the name of the vendor, and the date and time of closing.

**Note:** Any deviation from this requirement may result in your proposal being considered non-responsive, thus eliminating your company from further consideration.

The Municipality cautions vendors to assure actual delivery of mailed or hand-delivered proposals **directly to the City Clerk's Office** prior to the established deadline. A proposal received by the City Clerk's Office after the established deadline will be returned, unopened, to the vendor.

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**Section B**

**Background Information**

## **BACKGROUND INFORMATION TABLE OF CONTENTS**

<b>Title</b>	<b>Page</b>
Introduction	B-1
Project Structure	B-1
General Requirements	B-1
Brief Project Description	B-2
Provided by the City of Lawton	B-2

## **INTRODUCTION**

The City of Lawton is requesting proposals for the setup and operation of an on-site parts management program within the City of Lawton's Equipment Maintenance facility. The city maintains a fleet of over 1500 vehicles and pieces of equipment to include but not limited to: fire apparatus, police vehicles, landfill equipment, refuse vehicles, sewer vehicles, dump trucks, excavation equipment, paving equipment, construction equipment, and general support equipment. Quantities of each type of vehicle and piece of equipment are provided in Enclosure 1 to this request. The prospective contractor must provide parts and services to the city during all hours of operation for all listed vehicles and equipment. In the event of emergencies, the prospective contractor must provide support as needed 24/7 for the maintenance operation. The successful contractor will be required to provide detailed itemized monthly billing invoices to the city. At the point of sale, the contractor will be required to enter all consumed materials into the existing fleet maintenance program to include any service related costs of repair parts. Proof of sale receipts must be maintained by the successful contractor. A process must be established for the reconciliation of the fleet maintenance program and the monthly bill by the successful contractor.

## **PROJECT STRUCTURE**

Upon award of a contract, the prospective contractor will purchase all current stocked items at a fair market value price agreed upon by both parties after completion of a joint inventory within 30 days. The prospective contractor will use designated existing parts storage areas and shelving assigned to the Equipment Maintenance facility. The prospective contractor will be responsible for any additional shelving and storage requirements as necessary; but must provide the city a detailed list of company owned shelving and equipment provided at their expense. The city will provide all utilities required for the operation. All Information Technology (IT) infrastructure needed for the operation will be the sole responsibility of the prospective contractor except for access to the existing maintenance program for accounting purposes. All required office furniture for the operation will be the responsibility of the prospective contractor. All security required for the operation will be the responsibility of the prospective contractor. Any modifications to existing facility infrastructure will be the sole responsibility of the prospective contractor, but must be agreed upon and approved by the city.

## **GENERAL REQUIREMENTS**

Failure to provide any part of these requirements with the proposal will result in the proposal to be deemed non-responsive.

Contractors proposing a contract shall, as a minimum requirement, have operated or are currently operating three (3) on-site repair parts operations for public fleets within the State of Oklahoma, with similar vehicles and equipment as provided at Enclosure 1 for the past three (3) years. Proof of those operations must be provided as part of the proposal.

Contractors submitting a proposal must provide a written operational plan outlining all concepts of services to be provided to include but not limited to: all pricing structure and total repair part markup costs, service costs, operational costs, and any associated overhead costs that will be billed to the city for an entire total monthly cost to the city for the contract.

Contractors submitting a proposal will provide a detailed list of the initial startup costs associated with the operation that will be billed to the city.

Contractors submitting a proposal must provide proof of part demand fill rates for similar fleet operations. Any components or portions of the sample contract included in Section 'D' of this RFP that will not be acceptable shall be clearly identified in the proposal.

On-site visits are both encouraged and supported. Appointments for on-site visits must be requested and approved through the Equipment Maintenance Superintendent at phone number: 580-581-3415.

### **BRIEF PROJECT DESCRIPTION**

The successful proposer will setup and operate an onsite repair parts and inventory services program for the City's Equipment Maintenance facility within ninety (90) days of contract initiation. A period agreed upon by both parties of the contract will be allowed for normalization of demand fulfillment rates for the operation. However, the data will be compiled and presented from the beginning of the program start date to track progress. Parts requests will be submitted in writing to the operations manager of the parts department for fulfillment of the parts request. The procurement of parts will be the sole responsibility of the parts manager, but may be discussed with the city's management staff depending on the criticality of the request. Upon fulfillment of a parts request, parts will be issued to the requester by obtaining a signature and date from of the requester. All issued parts will be inputted to the provided maintenance program by the parts manager at the point of sale. Any requested auditing reports or documents will be provided by the parts manager to the maintenance superintendent or his designated representative as needed. A monthly itemized bill for parts and services will be presented to the maintenance superintendent to be processed for payment upon verification of accuracy. All inventory will be the sole responsibility of the parts contractor or their designated representative until the point of sale as indicated by the signature and date of the requesting party. Part fulfillment rates will be tracked on a weekly basis and a method to provide that data will be required. A method for providing reasons for part delays and expected part delivery dates must be provided in real time.

### **PROVIDED BY CITY OF LAWTON**

The following items and/or services shall be provided by the City of Lawton:

1. Existing storage areas, shelving and office space for the repair parts operation;
2. Utilities for the operation, i.e. lights, electricity, and telephone.
3. Computer and access to the city network for data input to the equipment maintenance software.

4. The City will provide lease payments for one (1) vehicle for providing parts and services that support the city maintenance operation. It must be included in the operating cost.
5. An electronic detailed list of active supported vehicles and equipment is available upon email request: david.miller@lawtonok.gov.
6. An electronic detailed inventory list with part numbers, current pricing and on hand quantities is available upon email request: david.miller@lawtonok.gov.

## **IDEMNITY AND INSURANCE**

Prior to being awarded a contract the successful respondent must provide acceptable proof of insurance to the City of Lawton, showing the City as an additional insured without cost to the City.

- a) General Liability: The bidder/vendor shall procure and maintain in full force and effect, for the term of the contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000.00) property damages, arising from a single occurrence, one hundred thousand dollars (\$100,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned City. A current certificate showing that the bidder/vendor has in force and affect such insurance shall be maintained on file with the City of Lawton.
- b) Automobile Liability: The bidder/vendor shall procure and maintain in full force and effect, for the term of the contract, vehicle liability coverage in the amounts specified in subparagraph a of this section. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned City. A current certificate showing that the bidder/vendor has in force and affect such insurance shall be maintained on file with the City of Lawton.
- c) Worker's Compensation: The bidder/vendor shall procure and maintain in full force and effect for the period of the contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect itself and the City of Lawton against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and affect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City of Lawton.

The successful respondent shall maintain such referenced insurance during the life of the negotiated agreement. No modification or change from these specifications shall be made without the City's approval.

The successful respondent shall indemnify, hold harmless and defend the City, and their respective agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of respondent, its agents, servants or employees in its performance of services under any negotiated agreement with the City.

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**Section C**

**Representative Fleet Inventory**

## Type and Quantities of Supported Vehicles and Equipment

Vehicle/Equipment Type	In Service Qty
Aerator, Pull	1
All Terrain Cycle	4
All Terrain Vehicle, Standard Bed	7
Ambulance, Medium Duty	3
Augger, Verticle Attachment	1
Auto, Compact, 4 Door	2
Auto, Full Size, 2 Door	1
Auto, Full Size, 4 Door	12
Auto, Full Size, 4 Door Detective	19
Auto, Full Size, 4 Door Fire	2
Auto, Full Size, 4 Door Police Patrol	136
Auto, Intermediate, 2 Door	2
Auto, Intermediate, 4 Door	19
Auto, Intermediate, 4 Door Detective	4
Auto, Sub Compact, 2 Door	1
Backhoe, Attachment	1
Backhoe, with Loader	27
Blade, Box Attachment	1
Blower, Back Pack	5
Blower, Handheld	14
Boat, Fire Rescue	1
Boat, Flat Bottom	4
Boat, Pontoon	3
Boat, V-Hull	1
Bucket, Sewer, Large	1
Chain Saw	58
Chipper, Pull Behind	1
Chipper, Small Portable	1
Cleaner, Sewer Rodder	7
Compactor, Dirt	9
Compactor, Dirt Non-Self Propelled	1
Compactor, Landfill	3
Compactor, Trench Remote Controlled	1
Compressor, Portable, Push	1
Compressor, Roll Mounted	7
Compressor, SkdMtd	1
Compressor, Small Mounted	4
Compressor, Stationary	3
Compressor, Trailer Mounted	5
Conveyor, Belt	1



Cultivator hand held	1
Cultivator Sand Self Propelled	1
Cultivator Tiller, Attachment	2
Curb Paver	1
Cutter, Sod	1
Digger, Posthole SkdMtd	1
Disc Harrow	2
Dozer, Straight Blade, Power Tilting	6
Drill, Directional Boaring	3
Drill, Hand Held, Air	1
Duster, Mist Hand Held	1
Edger, Grass	3
Excavator	23
Fan, Exhaust Fire	8
Farm Tractor	32
FireTruck, Aerial Ladder Platform, 70-90 feet	1
FireTruck, Aerial Ladder Platform, 90-99 feet	3
FireTruck, Airport Crash Rescue	2
FireTruck, Light Attack, With Foam Generator	3
FireTruck, Medical Response Heavy	1
FireTruck, Medical Response Light	1
FireTruck, Pumper	3
FireTruck, Pumper, With Deluge Gun	11
FireTruck, Tractor Crew Cab, Command Center Towing	1
Forklift, Industrial, Power Slide	3
Fusion Machine	2
Generator, Skid Mount	27
Generator, Stationary	12
Generator, Trailer Mounted	2
Golf Cart, 2-4 Passenger	1
Grapple, Attachment	1
Grapple, With Container, Hook Hoist	6
GrassTrimmer, Hand held	92
GrassTrimmer, Push	8
Grinder, Stump	1
Grinder, Tub	1
Grout Machine	2
Hammer, Hydraulic	2
Hammer, Impact Attachment	5
Hammer, Post Driver	1
Jaws of Life	7
Jumping Jack	2
Light plant Flood, Trailer Mounted	1
Loader, Attachment	1

Loader, Rubber Tire, Articulating	6
Loader, Skidsteer	8
Loader, Track	4
Man Lift	1
Marker, Chalk Ridding	1
Marker, Traffic Line	1
Marker, Traffic Line Walk Behind	2
Milling Machine	1
Motor, Outboard	7
Motorcycle, Police Patrol	7
Motorgrader	4
Motorized Cart, 3-4 Passenger	2
Mower, Deck Ridding Z Turn	24
Mower, Deck, Pull Behind, Attachment	13
Mower, Deck, Push	24
Mower, Deck, Ridding	14
Mower, Deck, self-propelled, Walk Behind	10
Mower, Flail, Pull Behind	9
Mower, Reel, Ridding	1
Pallet, Skid	1
Pavement, Crack, Filler	1
Paver Asphalt	2
Pole Saw	15
Pump, Centrifugal, Portable	1
Pump, HydWlkBhdTrac	1
Pump, Hydraulic Tools	11
Pump, Mud System W/Directional Boaring	1
Pump, Trash, Portable	7
Pump, Trash, Skid Mounted	32
Pump, Trash, Tire Mounted	1
Pump, Trialer Mounted Lift Station	11
Rake, Hay	1
Rake, Infield Attachment	1
Reel, Water Trailer Mounted	1
Rodder, Easment	6
Roller, Sheep foot, Pull	1
Roller, Street Drum	1
Roller, Tire	1
Roller, Vibrating	2
Saw, Cutoff	18
Saw, Pavement, Hand Held	64
Saw, Pavement, self-propelled	6
Screed, Cement	2
Sprayer, Roll Mount	8

Sprayer, Skid Mount	2
Spreader, Fertilizer Attachment	1
Spreader, Salt	9
Spreader, Tailgate	1
Stripper Paint, Push	2
Sweeper, Sidewalk, Riding	1
Tamper	1
Tamper, Impact	4
Tapping Machine	1
Tiller, Walk Behind	4
Trailer, Air Curtain	2
Trailer, Animal Transport	1
Trailer, Arrow Board	11
Trailer, Boat Transport	7
Trailer, Bomb Disposal	1
Trailer, Box Van Body	2
Trailer, Catch Basin, Vacuum Jet	5
Trailer, Dump	2
Trailer, Flat Bed	14
Trailer, Gooseneck	9
Trailer, Hose Transport	2
Trailer, Hydro-Mulcher Machine	1
Trailer, Implement Transport	49
Trailer, LowBoy	2
Trailer, Mobile Command Center	2
Trailer, Mobile Workshop	6
Trailer, Radar Speed Display	1
Trailer, Rescue Breathable Air Generator	1
Trailer, Side Dump	2
Trailer, Tar Pot	3
Trailer, Thermoplastic	1
Trencher, Utility Body	1
Trencher, WlkBhd	1
Trimmer, Shrubbery	2
Trk, PU, 1 Ton, FB, Crw Cab	1
Truck, Armored Assault	1
Truck, Asphalt Patching	1
Truck, Catch Basin, Vacuum Jet	5
Truck, Compactor, Rear Loading	15
Truck, Compactor, Side Loading	20
Truck, Container, Hook Hoist	8
Truck, Container, Roll Off	2
Truck, Container, Sling Loading	1
Truck, Dump, 10-12 CY	19

Truck, Dump, 5-6 CY	17
Truck, Dump, Off Road, Articulating	1
Truck, Electrical Service, With Overhead Service Bucket	3
Truck, Electrical Service, With Pole Setter	1
Truck, Flat Bed, Dump	1
Truck, Flat Bed, Dump, Stake Body	1
Truck, HAZMAT	1
Truck, Mobile Assault Team SWAT	1
Truck, Pickup, 1 1/2 Ton, FB Dmp, Reg Cab	9
Truck, Pickup, 1 1/2 Ton, FB Reg Cab	9
Truck, Pickup, 1 1/2 Ton, FB, Dmp Reg Cab	7
Truck, Pickup, 1 1/2 Ton, FB, Reg Cab	7
Truck, Pickup, 1 1/2 Ton, UtilBdy Reg Cab	9
Truck, Pickup, 1 Ton, Dmp Reg Cab	5
Truck, Pickup, 1 Ton, FB Reg Cab	13
Truck, Pickup, 1 Ton, UtilBdy Reg Cab	10
Truck, Pickup, 1/2 Ton Reg Cab	70
Truck, Pickup, 1/2 Ton, Crw Cab	3
Truck, Pickup, 1/2 Ton, Crw Cab Police Patrol	3
Truck, Pickup, 1/2 Ton, Ext Cab	19
Truck, Pickup, 1/4 Ton Reg Cab	11
Truck, Pickup, 1/4 Ton, Ext Cab	6
Truck, Pickup, 2 Ton, Fire Tow Crw Cab	1
Truck, Pickup, 3/4 Ton	17
Truck, Pickup, 3/4 Ton, Animal Transport Ext Cab	1
Truck, Pickup, 3/4 Ton, Crw Cab	3
Truck, Pickup, 3/4 Ton, Crw Cab Police	4
Truck, Pickup, 3/4 Ton, Ext Cab	4
Truck, Pickup, 3/4 Ton, UtilBdy Reg Cab	3
Truck, Rodder	3
Truck, Service, With Crane, 26-35 feet	1
Truck, Sport Utility, 1/2 Ton, 2 Door	2
Truck, Sport Utility, 1/2 Ton, 4 Door	11
Truck, Sport Utility, 1/2 Ton, 4 Door Fire	2
Truck, Sport Utility, 1/2 Ton, 4 Door Police	10
Truck, Sport Utility, 1/4 Ton, 2 Door	1
Truck, Sport Utility, 1/4 Ton, 4 Door	3
Truck, Spreader, Aggregate	1
Truck, Sweeper, Sewer Vacuum, Dual Driver Controls	3
Truck, Tanker	3
Truck, Tractor	4
Van, 1 Ton, 15 Passenger	4
Van, 1 Ton, Mobile Workshop	3
Van, 1/2 Ton, Mobile Workshop	2

Van, 1/4 Ton, 7 Pass	6
Van, 3/4 Ton, 15 Passenger	1
Van, 3/4 Ton, Mobile Workshop	2
Washer Pressure	12
Welder, ARC, AC	4
Welder, Arc, AC/DC	10
Winch, Self Propelled	2
Yard Sweeper, Pull	2
<b>Grand Total</b>	<b>1561</b>

**Section D**  
**Sample Contract**

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**INTEGRATED SUPPLY AGREEMENT**

**BY AND BETWEEN**

**“TO BE DETERMINED”**

**AND**

**THE CITY OF LAWTON, OKLAHOMA**

**INTEGRATED SUPPLY AGREEMENT  
BY AND BETWEEN  
“TO BE DETERMINED”  
AND  
THE CITY OF LAWTON, OKLAHOMA**

**THIS INTEGRATED SUPPLY AGREEMENT** (this “Agreement”) is made by and between “To Be Determined” (TBD), and **THE CITY OF LAWTON, OKLAHOMA**, a municipal corporation (“CUSTOMER”), to be effective as of the \_\_\_\_\_ day of month & year (the “Effective Date”).

**W I T N E S S E T H**

**WHEREAS**, (TBD) desires to establish inventories in CUSTOMER locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory” or “Products”) to serve the needs of CUSTOMER; and

**WHEREAS**, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by (TBD) (“On Site Store”) and agrees that (TBD) will be its primary supplier of the Inventory pursuant to the terms herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

**AGREEMENT**

Each of the recitals set forth above is hereby incorporated into the Agreement in its entirety.

**1. DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) (TBD) ***Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark “TBD” which is wholly owned by (TBD).
- (c) ***TBD Jobber*** shall mean an auto parts store lawfully using the tradename or trademark “TBD” with respect to which (TBD) maintains no ownership interest.
- (d) ***Current (TBD) Jobber Acquisition Cost*** shall mean (TBD)’s current gold price as set forth on (TBD) Confidential Jobber Cost and Suggested Resale price list.



2. **CUSTOMER'S CURRENT LOCATIONS.** (TBD) will establish for CUSTOMER an On Site Store at the following location:

City of Lawton Equipment Maintenance Facility  
2215 SW 3<sup>rd</sup> Street  
Lawton, OK 73501  
Manager: Equipment Maintenance Superintendent

Additional locations may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and (TBD).

3. **TERM.** The initial term of this Agreement shall be for a one (1) year period beginning on the Effective Date. Subject to funding availability on the part of CUSTOMER, upon the expiration of the initial and any successive term authorized herein, this Agreement shall automatically renew for an additional one (1) year term, up to a total of four (4) successive one (1) year terms, unless either party notifies the other party in writing of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of the initial term or any renewal term hereunder. Both parties acknowledge that the total duration of this Agreement shall not exceed a total of five (5) years. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF (TBD).** (TBD) shall have the following duties and responsibilities during the term of this Agreement:

(a) (TBD) will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing location(s). (TBD) shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, (TBD) will provide parts to CUSTOMER's locations on a daily route basis. In addition, (TBD) will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. (TBD) will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) (TBD) shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). (TBD) shall provide computer ordering and cataloging to each On Site Store through its proprietary TAMS (Total Automotive Management System), which it cannot assign nor leave with CUSTOMER upon termination or expiration of this Agreement.

(d) (TBD) shall provide a profit and loss statement of the parts operations, in the format set forth at Exhibit B – Operational Expense Projections, to the CUSTOMER on approximately the 15th day of each month for each On Site Store.

(e) (TBD) shall provide back-up emergency service during non-working hour contingencies. The overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER. (TBD) will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

**5. DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for (TBD) On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for (TBD) employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever.

(b) CUSTOMER shall use (TBD) as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in (TBD) no longer being CUSTOMER's Primary Supplier. For the avoidance of any doubt, (TBD) acknowledges and agrees that CUSTOMER shall not be required to purchase from (TBD) any capital expenditure assets and vehicle up-fit parts and such purchases will not count for purposes of assessing whether (TBD) qualifies as CUSTOMER's Primary Supplier per this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with (TBD)'s parts or inventory. Access to the secured On Site Store(s) shall be restricted to (TBD) employees and authorized (TBD) representatives only. Once per year (TBD) shall utilize a third party to perform an Inventory count in the On Site Store while accompanied by (TBD). CUSTOMER's employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a (TBD) employee or other authorized (TBD) representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER's sole expense, maintain in good condition and repair (so as to prevent any damage or injury to (TBD)'s employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding equipment and fleet changes to (TBD) as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

**6. ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a (TBD) Owned Store or a (TBD) Jobber. CUSTOMER acknowledges that whether it will be serviced by

a (TBD) Owned Store or a (TBD) Jobber will be determined by (TBD), in its sole discretion, and that if CUSTOMER is to be serviced by a (TBD) Jobber, then such (TBD) Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto. Said assignment must be acceptable to, and approved in writing by CUSTOMER as well.

**7. PAYMENT TERMS/PRICING.** (TBD) shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire undisputed amount of all invoices on statements received from (TBD) by the 25<sup>th</sup> day of the month following receipt of any such statement. In the event any undisputed portion of any statement has not been paid as of such date, (TBD) shall impose a finance charge of 1.5% per month, or such lower amount as may be permitted by law.

The overall goal of CUSTOMER's pricing plan is for (TBD) to achieve a 10% net profit on all (TBD) Products with a Current (TBD) Jobber Acquisition Cost of \$3,000 and less and Non-(TBD) Products and Outside Purchases or Services with a current acquisition cost of \$3,000 and less; and a 5% net profit on all (TBD) Products with a Current (TBD) Jobber Acquisition Cost greater than \$3,000 and Non-(TBD) Products and Outside Purchases or Services (including sublet vehicle repairs associated with large scale damage to CUSTOMER owned/leased vehicles from natural disasters) with a current acquisition cost greater than \$3,000, and Tires (the "Net Profit Guarantee"). CUSTOMER's pricing plan is comprised of the following elements:

(a) Product Costs. The pricing of the Inventory to be supplied to CUSTOMER by (TBD) pursuant to this Agreement. Product Costs shall be further divided into "(TBD) Product Costs," which is the pricing of (TBD) supplier manufactured products, "Non-(TBD) Product Costs," which is the pricing of products which have not been manufactured by (TBD) suppliers but which have been acquired for CUSTOMER by (TBD) pursuant to this Agreement, and "Tire Costs" which is the pricing of tires supplied to CUSTOMER under this Agreement.

(b) Outside Purchases or Services Costs. Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by (TBD).

(c) Operational Costs. Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs for any (TBD) supplied vehicles, salary and benefits payable to (TBD) employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of (TBD), all equipment supplied by (TBD), Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B – Operational Expense Projections. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, (TBD) utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement.

As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows (TBD) to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing (TBD) counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

## PRICING PLAN SUMMARY

(TBD) Products with a Current (TBD) Jobber Acquisition Cost of \$XXXX and less	Billed to CUSTOMER at a XX% gross profit rate (the formula for the price of these (TBD) Products is the Current (TBD) Jobber Acquisition Cost divided by .90)
Non-(TBD) Products and Outside Purchases and Services with a current acquisition cost of \$XXXX and less	Billed to CUSTOMER at a XX% gross profit rate (the formula for the price of these Non-(TBD) Products and Outside Purchases and Services is current acquisition cost divided by .90)
(TBD) Products with a Current (TBD) Jobber Acquisition Cost greater than \$XXXX	Billed to CUSTOMER at a X% gross profit rate (the formula for the price of these (TBD) Products is the Current (TBD) Jobber Acquisition Cost divided by .95)
Non-(TBD) Products and Outside Purchases and Services with a current acquisition cost greater than \$XXXX	Billed to CUSTOMER at a X% gross profit rate (the formula for the price of these Non-(TBD) Products and Outside Purchases and Services is current acquisition cost divided by .95)
Tires	Billed to CUSTOMER at a X% gross profit rate (the formula for the price of Tires is current acquisition cost divided by .95)
Operational Costs	Billed to CUSTOMER in accordance with Section 7(c) above.
Net Profit Guarantee	XX% net profit for (TBD) on all (TBD) Products with a Current (TBD) Jobber Acquisition Cost of \$3,000 and less and Non-(TBD) Products and Outside Purchases or Services with a current acquisition cost of \$XXXX and less; and a X% net profit for (TBD) on (TBD) Products with a Current (TBD) Jobber Acquisition Cost greater than \$XXXX and Non-(TBD) Products and Outside Purchases or Services (including sublet vehicle repairs associated with large scale damage to CUSTOMER owned/leased vehicles

	from natural disasters) with a current acquisition cost greater than \$XXXX and Tires.
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(TBD) Products, Non-(TBD) Products, Outside Purchases and Services (including sublet vehicle repairs associated with large scale damage to CUSTOMER owned/leased vehicles from natural disasters), and Tires shall be billed to CUSTOMER on a monthly basis in accordance with the above pricing plan summary. Operational Costs will be charged to CUSTOMER in accordance with Section 7(c) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to (TBD) regarding (TBD)'s purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to (TBD) of parts or services that may not be procured by (TBD) in relation to this Agreement.

#### **8. INSURANCE.**

(a) CUSTOMER shall, throughout the term of this Agreement, at CUSTOMER'S expense, obtain and maintain in force a policy of commercial general liability insurance in the name of CUSTOMER as insured. Such insurance to be written on an "occurrence" basis with combined single limits for any one injury, including death, and for property of not less than \$1,000,000.00 per occurrence. Said policy shall be issued by a reputable insurance company authorized to transact business in the State of Oklahoma. CUSTOMER shall provide to (TBD), upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverage above.

(b) (TBD) shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, (TBD) shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by (TBD) that is located at the On Site Store(s).

#### **9. NO LIENS.**

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of (TBD) located in the On Site Store(s).

(b) CUSTOMER agrees and acknowledges that Inventory that is delivered and stored on CUSTOMER's property pursuant to this Agreement is Inventory owned by (TBD).

**10. PERSONNEL.** (TBD) and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the (TBD) personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual

agreement. If (TBD) and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, (TBD) will decide the issue in its sole discretion.

(TBD) shall provide advance notification of all scheduled time off by the On Site Store staff, including a coverage plan, and immediate notification of any unscheduled time off with a coverage plan.

**11. WARRANTY/LIABILITY DISCLAIMER.** All items supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and (TBD) shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the parts supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-(TBD) products that CUSTOMER instructs (TBD) to utilize or consider for future purchases, (TBD) disclaims all liability in connection with, and is under no obligation to investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

**12. ADDITIONAL SPECIFICATIONS.**

- (a) CFA Software, Inc., Integration testing and implementation.
  - i) Background. As of the Effective Date, CFA Software has one preconfigured integration module available for the CUSTOMER's fleet management software.
  - ii) Steps and Targets. Within twelve (12) months following the Effective Date of this Agreement, (TBD) and CUSTOMER will work collaboratively with all parties to include (TBD), CFA Software, Inc., and CUSTOMER in an attempt to finalize a scope of work for the final implementation of a customized integration module to be approved by all parties, to include defined areas of responsibility and a timeline for deliverables prior to the start of the testing of the final Electronic Interface integration module to the (TBD) IBS Import Utility.
  - iii) Costs and Expenses. (TBD) and CUSTOMER agree that all costs and expenses associated with the final approved CFA integration module will be the responsibility of the CUSTOMER and will be paid directly to CFA up to, but not exceeding, \$10,000.00. Any costs and expenses in excess of \$10,000.00 shall be the responsibility of (TBD).
  - iv) Manual Updates. (TBD) agrees, in addition to STARS Reporting, to manually update on-order status for non-stock parts in CFA Software work order notes for

"30" status work orders until such a time as an automated status reporting is available or alternate status update method is determined.

b) TOOLROOM MANAGEMENT. (TBD) will work with CUSTOMER during the first year of the contract to explore potentially cost effective options to manage the unmanned tool crib, looking to provide increased control and tracking at a cost that can still bring a value to the fleet operation.

i) FILL RATE PERFORMANCE. (TBD) understands the need to have parts available to operate a productive repair facility and is committed to the CUSTOMER's success. (TBD) shall commit to provide the parts fill rate performance levels listed below:

85% on demand for non-consumables (vehicle /equipment repair parts)

90% of parts requirements will be available within 24 business hours

All deliveries will be made subject to safe and responsible driving practices.

ii) Current fill rate performance reporting is done with STARS. This program provides daily monthly fill rate performance through manually entered order transactions based on parts issued versus parts ordered. A sample Monthly Fill Rate Performance Report is attached hereto as Exhibit C. Note: reports are delivered to the (TBD) IBS computers daily by email which can be forwarded to CUSTOMER.

iii) (TBD) BUSINESS REVIEWS. Regular business reviews are an integral part of measuring (TBD)'s performance related to its contract with a customer and the key performance indicators (KPIs) that have been established. During these reviews, which may be scheduled as frequently as the CUSTOMER reasonably desires, (TBD)'s on-site and regional/national management team will sit down with CUSTOMER and review every aspect of the IBS service, including:

- Financial Review (cost and savings)
- Inventory Performance
- Fill Rates
- Customer Service review
  - Customer Satisfaction Survey - Management
  - Customer Satisfaction Surveys - Technicians
- Performance on KPIs
- Follow-through on past action items
- Establishing future action items
- Wins and concerns

By fostering open communication among all parties about the above items, (TBD) allows itself to be the most transparent and aligned partner (TBD) can be, which lets (TBD) continue to optimize its solution to benefit the needs of CUSTOMER. Business reviews are mandatory for our local management and are reviewed by

headquarters management and considered in evaluating our local teams. See sample Quarterly Business Review Template as Exhibit D.

**13. TERMINATION FOR CAUSE.** This Agreement may be terminated in accordance with the terms set forth below by either party for cause:

(a) If the other party fails or refuses to pay or reimburse any undisputed amounts due under this Agreement and such failure or refusal continues for thirty (30) days after written notice thereof; or

(b) If there is a hostile work environment, and such hostile environment remains uncorrected for thirty (30) days after written notice thereof; or

(c) If the other party fails or refuses to perform any obligation specifically required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof.

This Agreement may be terminated immediately if the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

**14. EFFECT OF TERMINATION.** Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to (TBD) at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. CUSTOMER shall allow (TBD) full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by (TBD) without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by (TBD) under this Agreement will be returned to CUSTOMER.

(c) Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 15, and 16 shall survive the termination of this Agreement for any reason.

**15. BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of the contract, (TBD) shall have the option to require CUSTOMER to purchase all non-(TBD) Inventory owned by (TBD) and located in the On Site Store(s) at (TBD)'s current acquisition cost, and CUSTOMER shall have the option to purchase all (TBD) Inventory, owned by (TBD) and located in the On Site Store(s) at the Current (TBD) Jobber Acquisition Cost. Upon



CUSTOMER's request, (TBD) shall provide CUSTOMER with a listing of all (TBD) and non-(TBD) Inventory owned by (TBD) and located in the On Site Store(s).

**16. CONFIDENTIALITY.** CUSTOMER and (TBD) may, from time to time, acquire or otherwise receive confidential or proprietary information concerning the other party's products, pricing, business affairs and practices. In consideration of the confidential and proprietary nature of this information, and subject to the Oklahoma Open Records Act, each party agrees as follows:

(a) All confidential or proprietary knowledge and information received from the other party shall for all time and purposes be regarded by the receiving party, its employees and agents as strictly confidential and will not be disclosed to any third parties or to any of the other affiliates of the receiving party.

(b) Each party agrees to utilize any information provided by the other party only for the purposes of carrying out this Agreement and further acknowledges that it will not utilize any information provided by the other party for any other purpose including but not limited to directly or indirectly competing with the other party or otherwise assisting another person or entity in doing the same.

(c) All confidentiality obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination: (a) in the case of confidential information that constitutes a trade secret under applicable law, for as long as such confidential information remains a trade secret; or (b) in the case of any other confidential information, for a term of ten (10) years.

(d) Each party further understands that money damages will not be a sufficient remedy for a breach of this Section 16 and that, in addition to all other remedies available at law or in equity, each party shall be entitled to equitable relief, including injunction or specific performance, without proof of actual damages.

(e) In the event that the receiving party is requested or required by legal or regulatory authority to disclose confidential or proprietary information of the disclosing party, the receiving party shall promptly notify the disclosing party of such request or requirement prior to disclosure so that the disclosing party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, receiving party agrees to furnish only that portion of the confidential or proprietary information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

**17. HOLD HARMLESS / INDEMNIFICATION.** CUSTOMER shall be responsible for and shall hold (TBD) harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of CUSTOMER or CUSTOMER'S employees. (TBD) shall likewise be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of (TBD) or (TBD)'s employees.

18. **QUIET ENJOYMENT.** CUSTOMER represents and warrants to (TBD) that (TBD) shall have quiet and peaceful possession of the On Site Store(s) during the entire term of this Agreement.

19. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to (TBD): Vendor to Be Determined

As to CUSTOMER: City of Lawton  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501  
Attn: Equipment Maintenance Superintendent  
Telephone: (580)581-3415  
Facsimile: (580)581-3543

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 19.

20. **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) (TBD) may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of (TBD).

21. **ASSIGNMENT.** Except as otherwise referenced herein, this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

22. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**EXHIBIT B**

**OPERATIONAL EXPENSE PROJECTIONS (Profit/Loss Statement)**

See attached.

**EXHIBIT A**

**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Vendor Unknown, (d/b/a (TBD) ) (“(TBD)”) (hereinafter “Assignor”), hereby assigns, transfers, sets over and delivers to \_\_\_\_\_ [JOBBER], a \_\_\_\_\_ (hereinafter “Assignee”), all of Assignor’s rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated \_\_\_\_\_ by and between Vendor Unknown/TBD and \_\_\_\_\_ [CUSTOMER] (the “Integrated Supply Agreement”).

Location(s): \_\_\_\_\_

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by “(TBD)” in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as “(TBD)” therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on \_\_\_\_\_.

**IN WITNESS WHEREOF**, the undersigned have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ASSIGNOR:

ASSIGNEE:

Vendor To Be Determined

\_\_\_\_\_ [JOBBER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and acknowledged:

\_\_\_\_\_ [CUSTOMER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**

**QUARTERLY BUSINESS REVIEW TEMPLATE**

See Attached.

**EXHIBIT C**

**MONTHLY FILL RATE PERFORMANCE REPORT**

See attached.

23. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

24. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

25. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers, or any other similar or representative relationship between the parties hereto.

26. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

27. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

28. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

29. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

**[Remainder of page intentionally left blank / Signatures appear on next page]**

**IN WITNESS WHEREOF,** the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

Vendor to Be Determined

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE CITY OF LAWTON, OKLAHOMA,  
A MUNICIPAL CORPORATION

BY: \_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
TRACI L. HUSHBECK, CITY CLERK

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
JOHN RATLIFF, CITY ATTORNEY



Proposal Number: RFPCL22-033

Proposal Title: ON-SITE REPAIR PARTS MANAGEMENT PROGRAM

Vendor Name: \_\_\_\_\_  
(please complete above information)

**Proposal Price Sheet**

(must be completed and returned with the proposal)

Item	Description	QUANTITY	UNIT PRICE
1	ALL COSTS OR FEES ASSOCIATED WITH THE ON SITE REPAIR PARTS MANAGEMENT PROGRAM (ALL INCLUSIVE)	PER MONTH	

**Any detailed questions about this contract should be posted onto bidsync at [www.bidsync.com/bidsync-cas/](http://www.bidsync.com/bidsync-cas/).**

**Notes:**

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.

**DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.**